

Exhibit B

2009 MODIFICATIONS
TO THE
2007 UAW-GM
NATIONAL AGREEMENT
AND
ADDENDUM TO THE
VEBA

2009 MODIFICATIONS TO THE 2007 UAW – GM AGREEMENT INDEX

<u>Contract Settlement Agreement</u>	<u>Page Nos.</u>
1. Agreement between General Motors and UAW May 17, 2009	I
2. Unchanged Paragraphs	I
3. Amendments, Additions, Substitutions, Suspensions and Deletions	I-III
10. Hiring Rates	IV

<u>Paragraph Nos.</u>	<u>Description</u>	<u>Page Nos.</u>
(81)	Working Hours	1
(84)(a)	Straight Time	2
(84)(b) DELETE	Straight Time	3
(84)(c)	Straight Time	4
(85)(a) DELETE	Time and One Half	5
(85)(b)	Time and One Half	6
(85)(c) DELETE	Time and One Half	7
(86)	Double Time	8
(87)	Exceptions to Above Overtime Payment	9
(87)(1)	Exceptions to Above Overtime Payment	10
(87)(2)	Exceptions to Above Overtime Payment	11
(87)(3)	Exceptions to Above Overtime Payment	12
(87)(4)	Exceptions to Above Overtime Payment	13
(101)(b)	Performance Bonus Payments	14, 15
(101)(d) SUSPEND	Cost of Living Allowance	16
(101)(e) SUSPEND	Cost of Living Allowance	17
(101)(f) SUSPEND	Cost of Living Allowance	18
(101)(g) SUSPEND	Cost of Living Allowance	19
(101)(h) SUSPEND	Cost of Living Allowance	20, 21
(101)(i) SUSPEND	Cost of Living Allowance	22
(101)(j) SUSPEND	Cost of Living Allowance	23
(101)(k) SUSPEND	Cost of Living Allowance	24
(101)(l) SUSPEND	Cost of Living Allowance	25
(193)	Vacation Entitlement – Pay in Lieu	26
(193)(a)	Vacation Entitlement – Pay in Lieu	26
(193)(b)	Vacation Entitlement – Pay in Lieu	26

2009 MODIFICATIONS TO THE 2007 UAW – GM AGREEMENT INDEX

<u>Paragraph Nos.</u>	<u>Description</u>	<u>Page Nos.</u>
(202a) DELETE	Vacation Time Off Procedure	27
(202a)	Vacation Time Off Procedure	28
(202b)	Vacation Time Off Procedure	29
(202d) DELETE	Vacation Time Off Procedure	30
(202e) DELETE	Vacation Time Off Procedure	31
(202f) DELETE	Vacation Time Off Procedure	32
(202g) DELETE	Vacation Time Off Procedure	33
(202c)	Vacation Time Off Procedure	34
(202d)	Vacation Time Off Procedure	35
(202e)	Vacation Time Off Procedure	36
(202f)	Vacation Time Off Procedure	37
(202g)	Vacation Time Off Procedure	38
(202h)	Vacation Time Off Procedure	39
(203)	Holiday Pay	40-42

<u>Memorandums of Understanding</u>	<u>Description</u>	<u>Page Nos.</u>
	Working Hours	43
	Performance Bonuses	44
SUSPEND	Performance Bonuses (Entry Level)	45
	Cost of Living Allowance	46
	Vacation Pay – Pay in Lieu	47
	Vacation Shutdown Weeks	48
	Independence Week and Vacation Shutdown Week	49
	Holiday Pay	50
	Relief Time	51
	Union Representatives	52
	Binding Arbitration	53
	Sharing Information with the UAW	54
	Electronic Funds Transfer of Payroll Drafts	55
	Alternative Work Schedule	56-65

2009 MODIFICATIONS TO THE 2007 UAW – GM AGREEMENT INDEX

<u>Memorandums of Understanding</u>	<u>Description</u>	<u>Page Nos.</u>
	Attachment – Sample Form & LGR MOU	
	Extension of 2009 Vacation Application Period	66
	Work Practices	67
	Skilled Trades National Parties Directive	68-71
	Summary Tool & Die Operations, WTC, DES	
	Doc. 112 – National Parties Interpretation	72, 73
	Classification & LOD Implementation	74, 75
	Job Security – Employee Placement	76-80
	Attachment – Regions	
	Attachment – Appendix A Hiring Process	
	Work Force Composition	81-84
	Attachment – Flex Employee Health Care Coverage	
	Flint Child Development Program	85
	Saturn Creative Learning Center	86
	Child Care & Elder Care Resource & Referral (CCECRR) Program	87
	Tuition Assistance Program	88
	UAW-GM Scholarship Program for Dependent Children	89
	Health & Safety – OHAB	90
	Health & Safety – IHT / JET	91
	Sourcing – Enhanced Insourcing Process	92
	GMX 351 Malibu Subassemblies	93
	Sourcing – Global Purchasing & Supply Chain Competitive Review	94
	Powertrain Flint	95
	Powertrain Volumes	96
	Investment in U. S.	97
	Investment in Mexico	98
	Compact/Small Car Investments in U.S.	99, 100
	Imports to U.S. Market – Added Shifts	101

2009 MODIFICATIONS TO THE 2007 UAW – GM AGREEMENT INDEX**Memorandums of Understanding****Description****Page Nos.**

Imports to U.S. Market – Stand by U.S. Capacity

102

Delphi Keep Sites

103-110

Unpublished**Description****Page Nos.**Sourcing – Union Involvement &
Supplier Relations (Not to be Published)

111

Document Nos.**Description****Page Nos.**

1 DELETE

Interpretation of Time and One Half Provisions

112-113

2

Delayed Starting Time on Sunday Night

114

3

Special Double Time Case

115

4

Special Protracted Work Period Case

116

8

Special Procedure for Attendance

117-126

56

Relief Time

127-128

87 SUSPEND

COLA Calculation

129-130

SUSPEND

Attachment

131

101 SUSPEND

COLA Calculation Conversion

132, 133

New Letter

Current Supply Base / Competitive Review

134

Benefits**Description****Page Nos.**

MOU

Benefit Representation

135

MOU

Lifesteps Communication

136

MOU

CHR Funding

137

MOU

Supplemental Unemployment Benefits

138-140

Letter

GM to UAW Re: Supplemental Unemployment
Benefit Plan

141

MOU

Modifications to UAW-GM Entry Level Wage &
Agreement (Pension Plan)

142

MOU

Modifications to UAW-GM Health Care Eligibility

143

MOU

Modifications to Life and Disability Program

144

2009 MODIFICATIONS TO THE 2007 UAW – GM AGREEMENT INDEX

<u>Benefits</u>	<u>Description</u>	<u>Page Nos.</u>
MOU	Modifications to UAW-GM Health Care Program	145-147
Letter	Pension Plan – Workers Compensation	148-150
MOU	Entry Level Wage & Benefit Agreement	151-159
MOU	2009 Special Attrition Program (Phase I)	160-162
MOU	2009 Special Attrition Program (Phase II)	163-167

<u>Memorandums of Understanding</u>	<u>Description</u>	<u>Page Nos.</u>
MOU	Corporate Seniority Date for former Saturn Employees	168

<u>Benefits</u>	<u>Description</u>	<u>Page Nos.</u>
MOU	VEBA	169-173

opeiu494

CONTRACT SETTLEMENT AGREEMENT

**2009 MODIFICATIONS TO THE
2007 UAW – GM AGREEMENT
CONTRACT SETTLEMENT AGREEMENT**

Addendum to the 2007 UAW – GM Agreement dated this 17th day of May, 2009 between the Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union.

The parties hereto agree as follow:

1. May 17, 2009 Modifications to 2007 Agreement Between General Motors Corporation and the UAW

The UAW and GM have agreed to the terms set forth in this Agreement (including its attachments). This Agreement shall constitute an Addendum to the 2007 GM/UAW National Agreement.

With respect to the terms of the attached Memorandums of Understanding calling for suspensions of compensation or benefits, or other amendments to existing contractual provisions, the amendments and/or suspensions will last until the expiration of the 2007 UAW-GM National Agreement unless other expiration dates are specifically required by the Loan and Security Agreement between GM and the UST or, unless otherwise modified or terminated by the mutual agreement of the parties.

The provisions of this document and its attachments are subject to the terms of ratification by the membership of the UAW.

2. Unchanged Paragraphs

The paragraphs, appendices and memoranda of the September 26, 2007 Agreement as supplemented, shall remain unchanged unless specifically noted below.

3. Amendments, Additions, Substitutions, Suspensions and Deletions

A. The following paragraphs, appendices, and memoranda of the September 26, 2007 Agreement, as supplemented, shall be **amended**, as initialed by the parties and attached hereto, and shall be included in the 2009 Addendum to the 2007 UAW-GM Agreement:

AGREEMENT	(87)(4)	(202m)
CSA 10	(101)(b)	(203)
(81)	(193)	Appendix A
(84)(a)	(193b)	Appendix K
(84)(c)	(202b)	
(85)(b)	(202c)	
(86)	(202h)	
(87)	(202i)	
(87)(1)	(202j)	

(87)(2) (202k)
(87)(3) (202l)

Memorandum of Understanding Tuition Assistance Program
Memorandum of Understanding Entry Level Wage and Benefit Agreement
Document No. 2
Document No. 3
Document No. 7 Attachment A
Document No. 8
Document No. 56

B. The following paragraphs, appendices and memoranda, of the September 26, 2007 as initialed by the parties, were **suspended** in the 2009 Addendum to the 2007 UAW-GM Agreement:

Paragraphs- (101)(d), (101)(e), (101)(f), (101)(g), (101)(h), (101)(i), (101)(j), (101)(k), (101)(l)
Documents- 87, 87 attachment, 101

C. The following paragraphs, appendices and memoranda, of the September 26, 2007 as initialed by the parties, were **deleted** in the 2009 Addendum to the 2007 UAW-GM Agreement:

(84)(b) (85)(a) (85)(c)
(202a) (202d) (202e) (202f) (202g)

Document No. 1 Document No. 4

D. The following **new** paragraphs, appendices, letters, and memoranda, as initiated by the parties and attached hereto, shall be included in the 2009 Addendum to the 2007 UAW-GM Agreement:

Memorandum of Understanding Working Hours (OT after 40 hours)
Memorandum of Understanding Performance Bonuses
Memorandum of Understanding Cost of Living Allowance
Memorandum of Understanding Par. 193 Pay-In-Lieu
Memorandum of Understanding Vacation Shutdown Weeks
Memorandum of Understanding Independence Week Shut Down/Vacation Shutdown Week
Memorandum of Understanding Holiday Pay
Memorandum of Understanding Relief Time
Memorandum of Understanding Union Representatives
Memorandum of Understanding Binding Arbitration
Memorandum of Understanding Sharing Information with the UAW
Memorandum of Understanding Electronic Funds Transfer of Payroll Drafts
Memorandum of Understanding Alternative Work Schedules 4/10's
Memorandum of Understanding Extension of 2009 Vacation Application Period
Memorandum of Understanding Work Practices

Memorandum of Understanding Skilled Trades National Parties Directive & Summary
Memorandum of Understanding Doc. 112 – National Parties Interpretation
Memorandum of Understanding Classification & LOD Implementation
Memorandum of Understanding Job Security / Employee Placement
Attachment – Regions
Attachment – Appendix A Hiring Process
Memorandum of Understanding GM-UAW Workforce Composition
Attachment – Flex Employee Health Care Coverage
Memorandum of Understanding Flint Child Development Program
Memorandum of Understanding Saturn Creative Learning Center
Memorandum of Understanding Child Care and Elder Care Resource and Referral (CCECR) Program
Memorandum of Understanding Tuition Assistance Program
Memorandum of Understanding UAW-GM Scholarship Program for Dependent Children
Memorandum of Understanding Health and Safety
Memorandum of Understanding Health and Safety IHT / JET
Memorandum of Understanding Sourcing – Enhanced Insourcing Process
Memorandum of Understanding GMX 351 Malibu Subassemblies
Memorandum of Understanding Sourcing – Global Purchasing and Supply Chain Competitiveness Review
Memorandum of Understanding Powertrain Flint
Memorandum of Understanding Powertrain Volumes
Memorandum of Understanding Investment in U.S.
Memorandum of Understanding Investment in Mexico
Memorandum of Understanding Compact/Small Car Investments in U.S.
Memorandum of Understanding Imports to U.S. Market - Added Shifts
Memorandum of Understanding Imports to U.S. Market - Stand by U.S. Capacity
Memorandum of Understanding Delphi Keep Sites
Memorandum of Understanding Sourcing – Union Involvement and Supplier Relations (Not to be Published)
Memorandum of Understanding Benefit Representation
Memorandum of Understanding Lifesteps Communication
Memorandum of Understanding CHR Funding
Memorandum of Understanding Supplemental Unemployment Benefits
Letter – GM to UAW Re: Supplemental Unemployment Benefit Plans
Memorandum of Understanding Modifications to UAW-GM Entry Level Wage & Agreement (Pension Plan)
Memorandum of Understanding Modifications to UAW-GM Health Care Eligibility
Memorandum of Understanding Modifications to Life and Disability Program
Memorandum of Understanding Modifications to UAW-GM Health Care Program
Letter – Pension Plan – Workers Compensation
Memorandum of Understanding Modification to UAW-GM Entry Level Wage & Benefits (Pension Plan)
Memorandum of Understanding 2009 Special Attrition Program (Phase I)
Memorandum of Understanding 2009 Special Attrition Program (Phase II)
Memorandum of Understanding 2009 Corporate Seniority Date for former Saturn Employees
Memorandum of Understanding VEBA

10. Hiring Rates

An employee hired during the term of the previous GM-UAW National Agreement(s) who has not attained the maximum base rate of the job classification as of the effective date of the new Agreement shall progress to the maximum base rate of the job classification in accordance with the provisions of Paragraph (98) of the GM-UAW National Agreement most recently expired, ~~not including the amount transferred from the Cost of Living Allowance pursuant to Paragraph (101)(g) of this Agreement.~~

The parties agreed that Paragraph (98) of the new Agreement is not intended to change any of the provisions or applications of local wage rules. However, where such wage rules are applied to employees who have not attained the maximum base rate of the job classification and who are covered by Paragraph (98), (98a), or (98b) of the new Agreement, the appropriate rate in Paragraph (98), (98a), or (98b) of the new Agreement will apply.

An employee, who has received the hire rate and rate progression set forth in Paragraph (98), (98a), or (98b) of the new Agreement and who, at the expiration of one hundred and fifty-six (156) weeks of employment, is assigned or continues to be assigned to a job classification that has an extended training period, but has not completed the required time in such classification to receive the maximum base rate, will continue at the current rate or the rate specified in the local wage agreement for time worked in such classification, whichever is higher. Thereafter, such employee will receive a rate in accordance with the provisions of the local wage agreement.

For the purpose of applying the provisions of Paragraph (98), (98a), or (98b) of the new Agreement to the administration of a "Levels of Learning" or "Pay for Knowledge" system, the "maximum base rate of the job classification" shall be the locally negotiated base rate for Level I. In the event an employee is transferred to a level higher than Level I, the maximum base rate of the job classification will be the rate for the level to which the employee is assigned.

For the purpose of determining the respective rates specified in Paragraph (98), (98a), or (98b) of the new Agreement, the Engineering Method of Rounding will be used. ~~Specified in the current Diana D. Tremblay letter regarding COLA Calculation shall apply.~~

[see Par. (100)]

~~[see Doc. 87]~~

CSA 10A01

PARAGRAPHS

WORKING HOURS

**(For the purposes of computing
overtime premium pay)**

**Compensated Hours shall include pay for time off in
accordance with:**

Paragraphs 109, 191, 192, 194, 203, 206, 218, 218(b)

[See Par. (71),(101)(i),(127)(d)(3)]

[See Memo-Overtime]

[See Doc. 83]

**(81) ~~For the purpose of computing overtime
premium pay, t~~The regular working day is eight hours
and the regular working week is forty hours.**

Straight Time

~~(84)(a) For the first eight hours worked in any continuous twenty four hour period, beginning with the starting time of the employee's shift. For the first forty~~
(40) compensated hours in the employee's working week, less all time for which holiday overtime has been earned.

DELETE

(84)

**(b) For the first forty hours worked in the
employee's working week, less all time for which daily,
Saturday, Sunday or holiday overtime has been earned.**

(84)

(c) ~~For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a~~
Saturday. Employees who are on an approved and verified leave of absence pursuant to paragraph 109 will receive credit toward the forty (40) hour minimum threshold for overtime premium payment.

Time and One-Half

DELETE

[See Doc. 1, 4]

(85)(a) For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

**(85)(b) For time ~~worked~~ compensated in excess
of forty hours in the employee's working week, less all
time for which ~~daily, Saturday, Sunday~~ or holiday
overtime has been earned.**

DELETE

(85)

(c) For time worked on any shift which
starts on Saturday.

085cA01

7

Double Time

(86) For time worked compensated in excess of forty (40) hours in the employee's working week during the first eight (8) hours worked on any shifts that start on Sundays and on each holiday specified in Paragraph (203); ~~for time worked on the calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.~~

[See Par. (213)]

[See Doc. 2,3,4]

[See CSA #11]

Exceptions to Above Overtime Payment

(87) Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for compensated hours ~~time worked~~ in excess of ~~eight hours per day or in excess of~~ forty hours in the employee's working week, ~~for which overtime has not already been earned~~, except as otherwise provided in paragraph (1) below:

[See Par. (206)]

9

(87)(1) Such employees shall be paid time and one-half
for hours worked on the employee's sixth work day in
the week; provided the employee has been compensated
in excess of forty (40) hours.

[See Par. (82)]

10

**(87)(2)Such employees shall be paid double time for
hours worked on the 7th work day in the calendar week
if the 7th work day results from being required to work
on their scheduled off day(s) in that calendar week, or
~~for hours worked on a Sunday if that Sunday is their~~
second scheduled off day in that calendar week.
provided the employee was compensated in excess of
forty (40) hours.**

(87)(3) Employees who are compensated in excess of forty (40) hours in their working week Such employees will be paid double time and one-half (2.50 times straight time) for the first eight (8) hours worked on any shift that starts on any of the holidays listed in Paragraph (203); for time worked on the calendar holiday in excess of the first eight (8) hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into any such holiday; provided, however, that if the particular holiday falls on their regularly scheduled off day(s) and they receive holiday pay pursuant to Paragraph (206) of this Agreement, they will be paid double time instead of double time and one-half for such hours worked. In the case of the employees who work 6 or 7 days during the work week, the first 8 hours worked at double time and one-half or double time, as the case may be, on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in their working week.

(87)(4) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on the 7th work day in the calendar week, provided they have been compensated in excess of forty (40) hours during the work week, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.

(101)(b) Performance Bonus Payments.

The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus payment will be made to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
September 15, 2008	Three percent (3%) of Qualified Earnings	October 12, 2008
September 21, 2009	Four percent (4%) of Qualified Earnings	October 18, 2009
September 20, 2010	Three percent (3%) of Qualified Earnings	October 17, 2010

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided an employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

Qualified Earnings, as used herein, are defined as income received by an eligible employee from General Motors during each designated Performance Bonus eligibility year resulting from the following:

Hourly Base Wages*
COLA*
Shift Premium*
Vacation Entitlement
Holiday Pay
Independence Week Shutdown Pay
Seven-Day Operator Premium
Bereavement Pay
Jury Duty Pay
Apprentice Pay

14

Call-In Pay
Short Term Military Duty Pay
Back pay awards related to the designated
eligibility year.

- * Including overtime, Saturday, Sunday, and
Holiday premium payments
[See Par. (101)(b)(1-2)]
[See CSA #20]

SUSPEND

(101)(d) Cost of Living Allowance.

Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs (101)(g) and (101)(h).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

This provision does not apply to employees covered under the "Entry Level Memorandum of Understanding."

[See Par. (101)(e)]

[See Doc. 87]

SUSPEND

(101)(e) The Cost of Living Allowance provided for in Paragraph (101)(d) shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in Paragraphs (101)(g) and (101)(h).

SUSPEND

(101)(f) The Cost of Living Allowance provided for in Paragraph (101)(d) will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), current series for all items less medical care not seasonally adjusted, United States City Average, as published by the Bureau of Labor Statistics (1982 - 1984 = 100).

[See Doc. 87]

SUSPEND

(101)(g) Effective with the date of this Agreement, \$2.03 shall be deducted from the \$2.08 Cost of Living Allowance in effect immediately prior to that date and \$2.03 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date (excluding employees covered by the "Entry Level Memorandum of Understanding"), for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment:	Based Upon Three- Month Average of the Consumer Price Index For:
December 3, 2007	August, September, October, 2007
First pay period..... beginning on or after: March 3, 2008 and at three-calendar month intervals thereafter to June 6, 2011.	November, December, 2007 and January, 2008 and at three- calendar month intervals thereafter to February, March, April, 2011.

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 197.23 provide the basis for a reduction in the wage scale by job classification.

[See Par. (101)(d),(101)(e),(101)(h)]

[See Par. (101)(j),(101)(k),(190)]

[See CSA #10]

SUSPEND

(101)(h) The amount of the Cost of Living Allowance shall be five cents (5¢) per hour effective with the effective date of this Agreement and ending December 2, 2007. Effective December 3, 2007 and for any period thereafter as provided in Paragraphs (101)(d) and (101)(g), the Cost of Living Allowance shall be in accordance with the following table:

Three-Month Average Consumer Price Index	Cost of Living Allowance
197.23 or less	None
197.24 – 197.31.....	1¢ per hour
197.32 – 197.39.....	2¢ per hour
197.40 – 197.47.....	3¢ per hour
197.48 – 197.56.....	4¢ per hour
197.57 – 197.64.....	5¢ per hour
197.65 – 197.72.....	6¢ per hour
197.73 – 197.80.....	7¢ per hour
197.81 – 197.88.....	8¢ per hour
197.89 – 197.96.....	9¢ per hour

And so forth, in accordance with the Letter of Understanding signed by the parties.

- i. For each increase to the Cost of Living Allowance beginning on December 3, 2007 and continuing into perpetuity, the amount of increase payable to employees shall be reduced by two cents (2¢) per three-month period, or by the amount of the increase whichever is less.
- ii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less. The sum of the diversions during this period will continue into perpetuity.
- iii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be

reduced by four cents (4¢), or by the amount of
the increase whichever is less.

~~The diversions referenced herein will be~~
diverted in the order as referenced above.

Following the adjustment for the three-month
period beginning June 6, 2011, the sum reduced during
the fifteen periods shall be subtracted from the Cost of
Living Allowance table, and the table shall be adjusted
so that the actual three-month Average Consumer Price
Index equates to the allowance payable during the
period beginning June 6, 2011.

[See Par. (101)(e)]
[See Doc. 87]

SUSPEND

(101)(i) The amount of any Cost of Living Allowance provided for in Paragraph (101)(d) in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay, and short-term military duty pay.

SUSPEND

(101)(j) In the event the Bureau of Labor statistics does not issue the appropriate Consumer Price index on or before the beginning of one of the pay periods referred to in Paragraph (101)(g) any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the index.

SUSPEND

(101)(k) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months specified in Paragraph (101)(g).

SUSPEND

(101)(i) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.

[See Par. (101)(f)]

25

(193) An employee is expected to schedule and use all hours of their vacation entitlement during each eligibility year. An eligible employee who, at the time of the eligibility date, has not used the entire vacation entitlement provided for in Paragraph (191) shall receive a pPayment in lieu of vacation time off will be made only when a properly scheduled and authorized vacation is canceled at the direction of Management or when the inability to take the properly scheduled and authorized vacation is beyond the control of the employee and cannot be rescheduled at a later date. for the unused portion at the rate established in accordance with Paragraph (193a).

(193a) Vacation time off payments will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of vacation entitlement will be calculated on the basis of the employee's rate of pay as of the last day worked prior to the eligibility date or the highest rate paid during the eligibility year as long as the employee was paid the rate for at least one hundred twenty (120) consecutive calendar days. The higher of the identified rates above will be paid to the employee and will include the attached night shift premium but will not include the overtime premium.

(193b) Payment of the unused portion, if any, of the employee's vacation entitlement, shall be made as soon as possible but not later than February 1 of the following year. The maximum allowable payment for unused vacation hours provided for in Paragraph (194) will be forty (40) hours.

DELETE

(202a) During each year of this Agreement,
the Corporation has designated the following days to be
included in an Independence Week Shutdown period:

2008

Monday, June 30	-	Independence Week Shutdown Day
Tuesday, July 1	-	Independence Week Shutdown Day
Wednesday, July 2	-	Independence Week Shutdown Day
Thursday, July 3	-	Independence Week Shutdown Day

2009

Monday, June 29	-	Independence Week Shutdown Day
Tuesday, June 30	-	Independence Week Shutdown Day
Wednesday, July 1	-	Independence Week Shutdown Day
Thursday, July 2	-	Independence Week Shutdown Day

2010

Tuesday, July 6	-	Independence Week Shutdown Day
Wednesday, July 7	-	Independence Week Shutdown Day
Thursday, July 8	-	Independence Week Shutdown Day
Friday, July 9	-	Independence Week Shutdown Day

2011

Tuesday, July 5	-	Independence Week Shutdown Day
Wednesday, July 6	-	Independence Week Shutdown Day
Thursday, July 7	-	Independence Week Shutdown Day
Friday, July 8	-	Independence Week Shutdown Day

(202**a**b) During February of each year, the local Management will notify the Shop Committee of its ~~decision to schedule no more than two (2) Plant Vacation Shutdown Weeks, and will identify the specific week or weeks such shutdown will occur.~~ Plant Management may schedule the Plant Vacation Shutdown Weeks to take place during any week between Memorial Day and Labor Day, or, with the local union's agreement, during other weeks more advantageous to plant operations.

28

(202be) In addition, during February of each year, the local Management will notify the Shop Committee which productive operations, if any, will be scheduled to operate during the ~~Independence Week Shutdown Period~~ and which productive operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Weeks. Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

DELETE

(202d) Employees who are not scheduled to ~~work during any portion of the Independence Week~~ Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided:

(1) The employee has seniority in any General Motors plant as of the date of each of the Independence Week Shutdown Days,

(2) The employee is on the active rolls and would otherwise have been scheduled to work if it had not been observed as an Independence Week Shutdown Day,

(3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

DELETE

(202e) Failure to work either their last
~~scheduled work day in the pay period prior to or their~~
~~next scheduled work day in the pay period after the pay~~
~~periods of the Independence Shutdown and Plant~~
~~Vacation Shutdown Week will disqualify the employee~~
~~for Independence Week Shutdown pay for the two (2)~~
~~Independence Week Shutdown days which follow or~~
~~precede such scheduled work day.~~

DELETE

(202f) Employees who are scheduled to work ~~during the Independence Week Shutdown Period,~~ including the Independence Day holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu of the Independence Week Shutdown Period pay for each day worked provided:

(1) The employee has seniority in any General Motors plant as of each day of the Independence Week Shutdown Period,

(2) The employee is scheduled to report for work during any of the days, and

(3) The employee reports for and performs such scheduled work on those scheduled days or is absent pursuant to the provisions of Paragraphs (218) or (218b).

The Additional Time Off will be scheduled in accordance with local plant practice.

DELETE

(202g) Eligible employees who, as of the next
eligibility date, have not used their entire Additional
Time Off, shall be paid the unused portion in
accordance with Paragraphs (193a) and (193b).

33

(202~~ch~~) Management at each plant will establish a procedure whereby employees, during ~~February, may make application in writing for vacation~~ time off, indicating first, second and third choices. If a Plant Vacation Shutdown Weeks are is-scheduled, the dates of such shutdown weeks are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement, ~~plant vacation shutdown~~ Plant Vacation Shutdown Weeks or inventory will be given first consideration for time off during periods other than shutdown period.

(202*di*) Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown Weeks, will not thereafter be canceled or changed without the mutual consent of Management and the employee. If an employee's approved vacation time off scheduled for a the Plant Vacation Shutdown Weeks is canceled or changed, the employee may reschedule their vacation in accordance with local plant practice.

(202ej) An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown ~~w~~Weeks, shall use any available Vacation Entitlement hours starting with the first day of the Plant Vacation Shutdown ~~w~~Weeks and will be placed on a leave of absence for vacation purposes for the balance of the Plant Vacation Shutdown ~~w~~Weeks. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

(202~~fk~~) An eligible employee who has approved vacation time off in accordance with Paragraph (202~~ch~~), either through individual vacation scheduling or ~~a the scheduled plant vacation shutdown~~ Plant Vacation Shutdown Weeks, shall receive their vacation pay, up to the amount of their approved time off, in the pay period following the pay period in which the approved vacation time off is taken. An employee may elect to waive this provision by submitting an application at least two (2) days prior to the approved vacation time off. Upon receipt of the application, payment of the specified Vacation Entitlement will be made pursuant to the provisions for payment of an unused balance in Paragraphs (193a) and (193b).

(202gl) Regardless of the provisions of Paragraph (49), the Corporation will deduct from earnings subsequently due and payable the amount of ~~any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.~~

(202~~hm~~)

(1) An employee who has at least two (2) years' seniority as of their last vacation-eligibility date may apply for forty (40) hours of advance vacation pay. Such payment will be calculated in accordance with Paragraph (202~~hm~~)(2) and will be paid in the pay period immediately preceding the approved vacation period provided:

- (a) The employee has an approved vacation time off application pursuant to Paragraph (202~~ch~~);
- (b) The employee is eligible for vacation entitlement pursuant to Paragraph (191) that is at least equal to the amount of vacation requested;
- (c) The advance payment cannot be requested for consecutive vacation weeks, and can only be requested for an entire pay period;
- (d) The employee makes application for the advance vacation payment, in writing, at least two (2) weeks prior to payment of the advancement; and
- (e) The employee takes the vacation time off. Once the advance vacation is approved, the employee will not be permitted to cancel the vacation time off.

(2) Advance vacation pay paid pursuant to Paragraph (202~~hm~~)(1) will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, at the time the application for advance vacation pay is processed.

(3) Recovery of this advance payment made to an employee who does not meet the requirements of Paragraph (202~~hm~~)(1)(e) will be made from their next regular paycheck(s).

[see Par.(191),(192),(193),(193a),(193b)]

[see Doc 93]

HOLIDAY PAY

(203) Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

1st Year

November 16, 2007 Veterans' Day (Observed)
November 22, 2007 Thanksgiving
November 23, 2007 Day after Thanksgiving
December 24, 2007)
December 25, 2007)
December 26, 2007)
December 27, 2007) Christmas Holiday Period
December 28, 2007)
December 31, 2007)
January 1, 2008)
January 21, 2008 Martin Luther King, Jr. Day
March 21, 2008 Good Friday
March 24, 2008 Day after Easter
May 23, 2008 Friday before Memorial Day
May 26, 2008 Memorial Day
(or two other such holidays of greater local importance
which must be designated in advance by mutual
agreement locally in writing)
July 4, 2008 Independence Day
September 1, 2008 Labor Day

2nd Year

November 4, 2008 Federal Election Day
November 14, 2008 Veterans' Day (Observed)
November 27, 2008 Thanksgiving
November 28, 2008 Day after Thanksgiving
December 24, 2008)
December 25, 2008)
December 26, 2008) Christmas Holiday Period
December 29, 2008)
December 30, 2008)
December 31, 2008)
January 1, 2009)
January 2, 2009)
January 19, 2009 Martin Luther King, Jr. Day
April 10, 2009 Good Friday
~~April 13, 2009 Day after Easter~~

40

May 22, 2009 Friday before Memorial Day
May 25, 2009 Memorial Day
~~(or two other such holidays of greater local importance
which must be designated in advance by mutual
agreement locally in writing)~~
July 3, 2009 Independence Day (Observed)
September 7, 2009 Labor Day

3rd Year

November 16, 2009 Veterans' Day (Observed)
November 26, 2009 Thanksgiving
November 27, 2009 Day after Thanksgiving
December 24, 2009)
December 25, 2009)
December 28, 2009) Christmas Holiday Period
December 29, 2009)
December 30, 2009)
December 31, 2009)
January 1, 2010)
January 18, 2010 Martin Luther King, Jr. Day
April 2, 2010 Good Friday
~~April 5, 2010 Day after Easter~~
May 31, 2010 Memorial Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual
agreement locally in writing)
July 5, 2010 Independence Day (Observed)
September 6, 2010 Labor Day

4th Year

November 2, 2010 Federal Election Day
November 15, 2010 Veterans' Day (Observed)
November 25, 2010 Thanksgiving
November 26, 2010 Day after Thanksgiving
December 24, 2010)
December 27, 2010)
December 28, 2010) Christmas Holiday Period
December 29, 2010)
December 30, 2010)
December 31, 2010)
January 17, 2011 Martin Luther King, Jr. Day
April 22, 2011 Good Friday
~~April 25, 2011 Day after Easter~~
May 30, 2011 Memorial Day

(or one other such holiday of greater local importance
which must be designated in advance by mutual
agreement locally in writing)

July 4, 2011 Independence Day

September 5, 2011 Labor Day

providing they meet all of the following eligibility rules
unless otherwise provided herein:

[See Par. (86),(187),(205a)]

[See Doc. 50,94]

(1) The employee has seniority as of the date
of each specified holiday and as of each of the holidays
in each of the Christmas holiday periods, and

(2) The employee would otherwise have
been scheduled to work on such day if it had not been
observed as a holiday, and

(3) The employee must have worked the last
scheduled work day prior to and the next scheduled
work day after each specified holiday within the
employee's scheduled work week. For each Christmas
holiday period, the employee must have worked the last
scheduled work day prior to each holiday period and the
next scheduled work day after each holiday period.

Each of the designated days in the Christmas
holiday period shall be a holiday for purposes of this
Holiday Pay Section.

[See Doc. 80]

MEMORANDUM OF UNDERSTANDING

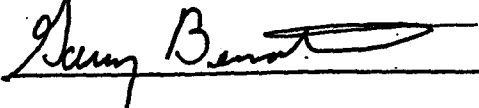
**MEMORANDUM OF UNDERSTANDING
RE: WORKING HOURS**

FEBRUARY 16, 2009

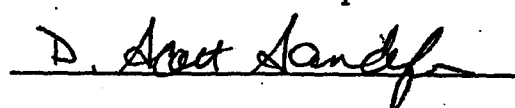
The parties agreed to modify Paragraphs (81-87) and Documents 1, 2 and 4 of the GM/UAW National Agreement until the employee has forty (40) compensated hours in the employee's working week. This action includes the following:

- Eliminates daily overtime for hours worked beyond eight (8) hours until an employee works in excess of the forty (40) compensated hours requirement
- Credit toward the 40 hours will be provided for verified hours worked while on a union leave of absence pursuant to Paragraph 109
- Pay time and one-half for hours worked in excess of forty (40) compensated hours in the employee's working week, less all time for which holiday overtime has been earned
- Payment for cycle time is no longer applicable

For the International Union, UAW:



For General Motors Corporation:



43

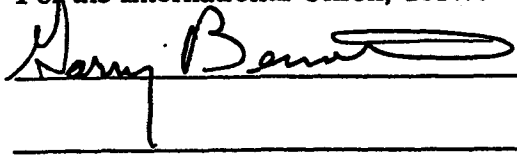
MEMORANDUM OF UNDERSTANDING
RE: PERFORMANCE BONUSES

FEBRUARY 16, 2009

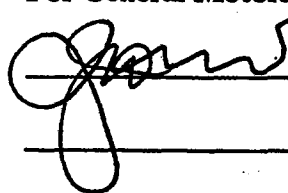
The parties agreed to modify the following provisions regarding performance bonuses:

- Suspend Performance Bonus Payments for 2009 and 2010 as provided for in Paragraph (101)(b) of the 2007 GM/UAW National Agreement
- Suspend Performance Bonus Payments in 2009, 2010 and 2011 as provided for in Article 1 of the Entry Level Wage & Benefit Agreement in the 2007 GM/UAW National Agreement

For the International Union, UAW:



For General Motors Corporation:



44

MEMORANDUM OF UNDERSTANDING
UAW-GM ENTRY LEVEL WAGE & BENEFIT AGREEMENT

SUSPEND

A Performance Bonus equal to three percent (3%) of Qualified Earnings will be paid in 2008, 2009, 2010 and 2011 to employees covered by this Memorandum in accordance with the following table, provided the employee has seniority as of the designated eligibility date:

Eligibility Date	Amount	Payable during week ending
April 28, 2008	3% of qualified earnings	May 25, 2008
April 27, 2009	3% of qualified earnings	May 24, 2009
April 26, 2010	3% of qualified earnings	May 23, 2010
April 25, 2011	3% of qualified earnings	May 22, 2011

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls. Qualified Earnings for this purpose shall be calculated on the same basis and on the same compensation as performance bonuses are calculated in the UAW-GM National Agreement.

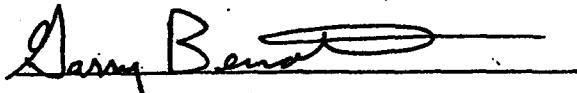
45

MEMORANDUM OF UNDERSTANDING
RE: COST OF LIVING ALLOWANCE

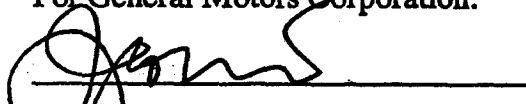
FEBRUARY 16, 2009

The parties agreed to suspend the Cost of Living payable amount to all employees as provided in Paragraphs 101(d)-101(l) of the 2007 GM/UAW National Agreement.

For the International Union, UAW:



For General Motors Corporation:



MEMORANDUM OF UNDERSTANDING


Par. 193 – Pay-in-Lieu

February 17, 2009

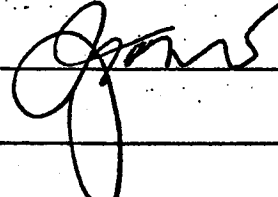
It has been agreed between the parties that the provisions of Par. 193, Par. 193(a), and Par. 193(b) of the 2007 GM-UAW National Agreement which call for the payment of unused vacation entitlement will be discontinued effective with the 2009 eligibility year. Effective immediately, employees will be required to utilize their entitlement during the eligibility year in order to receive vacation pay. Failure to do so will result in the forfeiture of any unused entitlement, unless the employee's scheduled vacation is cancelled by Management or the failure is due to reasons beyond the employee's control. Forty (40) hours of VR time may be taken as pay in lieu. However, the expectation is that all VR days will be utilized.

The parties recognize that this change will result in greater numbers of employees desiring vacation time off. In order to accommodate this, Management has the ability to augment the workforce with temporary employees on an as needed basis, especially during prime vacation periods.

For the International Union, UAW:



For General Motors Corporation:

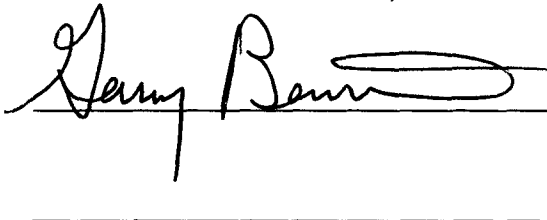


**MEMORANDUM OF UNDERSTANDING
2009 VACATION SHUTDOWN WEEKS**

May 15, 2009

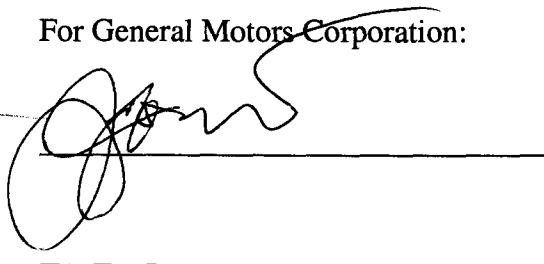
Due to the unforeseen delay in the effective date of the 2009 Addendum to the 2007 GM-UAW National Agreement, the parties have agreed that the notification requirements for identifying designated Plant Vacation Shutdown Weeks during the 2009 calendar year will be extended until thirty (30) days following the effective date of the Addendum. All other understandings concerning the timing of such weeks will remain in effect as provided for in the Memorandum of Understanding Re: Independence Week Shutdown and Vacation Shutdown Week dated February 16, 2009.

For the International Union, UAW:



A handwritten signature, likely "Gary Benson", written in black ink over a horizontal line.

For General Motors Corporation:



A handwritten signature, likely a GM representative, written in black ink over a horizontal line.

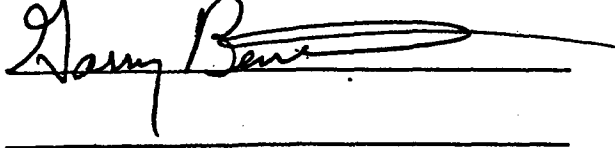
MEMORANDUM OF UNDERSTANDING
RE: INDEPENDENCE WEEK SHUTDOWN AND VACATION SHUTDOWN
WEEK

FEBRUARY 16, 2009

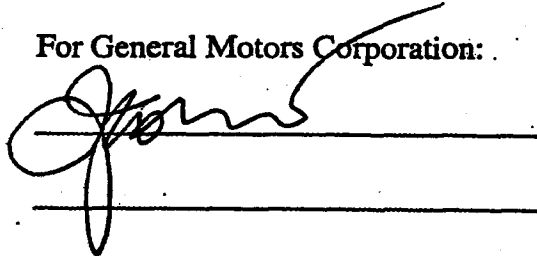
The parties agreed to discontinue the Independence Week Shutdown Period provided in Paragraphs (202a-202m) of the GM/UAW National Agreement and establish the ability for Management to designate up to two Plant Vacation Shutdown Weeks in a calendar year.

Both weeks, if scheduled, would occur during any week between Memorial Day and Labor Day with the local parties maintaining the right to agree to a week outside that period if it is more advantageous to plant operations.

For the International Union, UAW:



For General Motors Corporation:



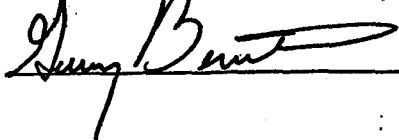
MEMORANDUM OF UNDERSTANDING
RE: HOLIDAY PAY

FEBRUARY 16, 2009

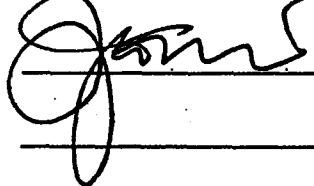
The parties agreed to suspend the following holidays that were provided in Paragraph (203) of the GM/UAW National Agreement:

- April 13, 2009 (Day after Easter)
- April 5, 2010 (Day after Easter)
- April 25, 2011 (Day after Easter)

For the International Union, UAW:



For General Motors Corporation:



MEMORANDUM OF UNDERSTANDING
RE: RELIEF TIME

FEBRUARY 17, 2009

The parties agree to change the relief time provided for in Document 56 of the GM-UAW National Agreement from forty-six (46) minutes to forty (40) total minutes for a regular eight (8) hour shift. Relief time at facilities implementing alternative work schedules will be the subject of discussion between the National Parties.

For the International Union, UAW:

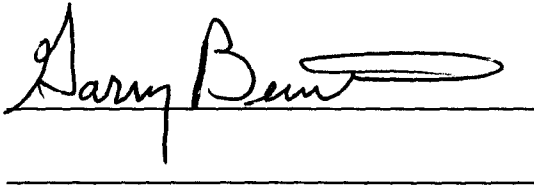
For General Motors Corporation:

MEMORANDUM OF UNDERSTANDING
RE: UNION REPRESENTATIVES
May , 2009

During these negotiations the parties discussed the need to maintain appropriate levels of bargaining unit representation and agreed that the number of elected and appointed positions will be reduced to the core representation levels provided in the 2007 GM-UAW National Agreement. As a result, locally appointed positions will be eliminated by management in a manner consistent with the cost reductions and structural changes that have impacted plant operations. The identified appointed positions will be eliminated within 60 days from the date of ratification. Furthermore, the parties agreed to enforce the existing ratio of elected or appointed representatives, consistent with Paragraph (10) and Document 46 of the 2007 GM-UAW National Agreement.

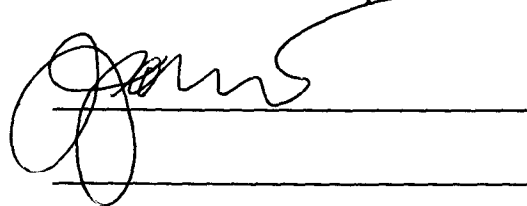
The parties also clarified that only those individuals with a documented appointment letter from the International Union will be recognized as Document 46 representatives.

For the International Union, UAW:



A handwritten signature, appearing to read "Larry Beam", is written over a horizontal line. Below this line is another horizontal line.

For General Motors Corporation:



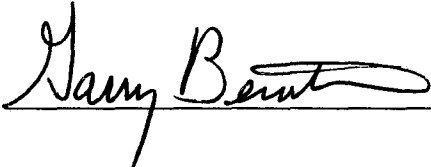
A handwritten signature is written over a horizontal line. Below this line is another horizontal line.

**MEMORANDUM OF UNDERSTANDING
RE: BINDING ARBITRATION**

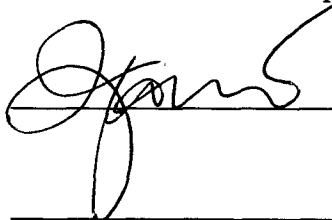
May 16, 2009

Upon expiration of the 2007 Agreement, the parties will enter into a new National Collective Bargaining Agreement which will continue in full force and effect until September 14, 2015. Unresolved issues remaining at the end of negotiations on the 2011 renewal of the 2007 Agreement shall be resolved through binding arbitration with wage and benefit improvements to be based upon General Motors maintaining an all-in hourly labor cost comparable to its U.S. competitors, including transplant automotive manufacturers.

For the International Union, UAW:



For General Motors Corporation:

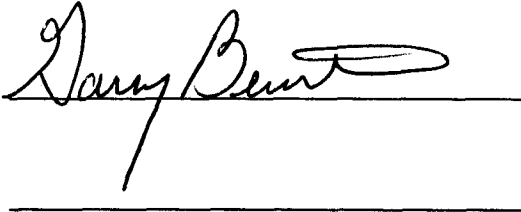


**MEMORANDUM OF UNDERSTANDING
RE: SHARING INFORMATION WITH THE UAW**

May 15, 2009

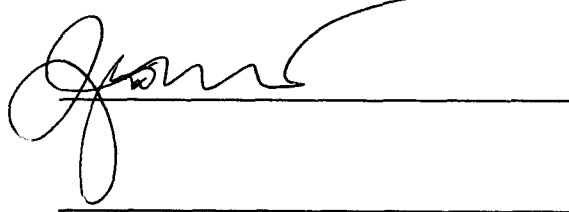
Pursuant to the terms of the Loan and Security Agreement between the U.S. Department of Treasury and General Motors Corporation, the Corporation must submit to the Treasury, on a quarterly basis, information regarding progress being made towards the restructuring necessary to achieve long term viability. Upon completion of the mandated submissions, the Corporation will in confidence share the submissions, including information detailing the sacrifices being made by all the stakeholders, with the President of the UAW and the Vice President and Director of the UAW-GM Department.

For the International Union, UAW:



A handwritten signature in black ink, appearing to read "Gary Burt", is written over a horizontal line. Below this line is another horizontal line.

For General Motors Corporation:



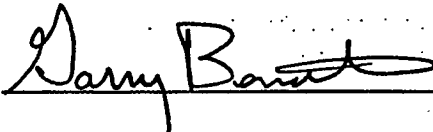
A handwritten signature in black ink is written over a horizontal line. Below this line is another horizontal line.

MEMORANDUM OF UNDERSTANDING
RE: ELECTRONIC FUNDS TRANSFER OF PAYROLL DRAFTS
February 16, 2009

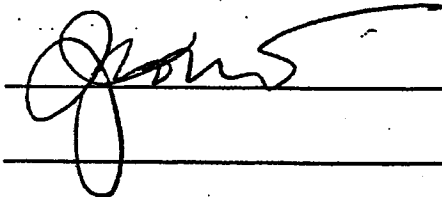
In order to provide the convenience of immediate availability, added safety and significant efficiencies, the parties have agreed that effective April 1, 2009, all payroll drafts will be electronically deposited into each employee's account at his/her designated financial institution on Friday of each week. Additionally, all pay stubs will be mailed to the employee's address of record. Employees who do not provide the necessary information to implement the direct deposit process will have their payroll draft mailed to their address of record.

This Memorandum of Understanding supersedes any and all local agreements or practices regarding the method of and/or timing of payroll draft delivery.

For the International Union, UAW:



For General Motors Corporation:



**MEMORANDUM OF UNDERSTANDING
ALTERNATIVE WORK SCHEDULES - 4/10'S**

February 16, 2009

Upon the effective date of this agreement, the Corporation may, with the approval of the International Union, implement an Alternative Work schedule at any GM-UAW facility. In recognition of the accommodations required by impacted employees, the Corporation will provide two (2) weeks advance notice to the local parties of the pending schedule change.

The implementation of this work schedule may result in multiple work schedules in effect concurrently at the same facility; e.g. 4 day/10 hour schedule for production employees and 5 day/8 hour schedule for certain maintenance employees, as identified locally.

The attachment detailing the provisions of a 4/10 Work Schedule has been previously approved and successfully implemented at Lansing Grand River Assembly. These provisions account for the following allowances:

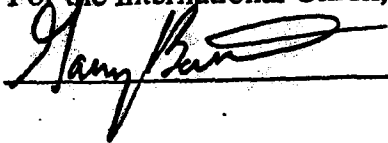
- A 4 day/10 hour operating schedule
- General provisions including: Jury Duty, Bereavement Pay, suspension of 4/10 schedule for weeks that include a holiday(s), and the like

In addition, the National Parties agree to include the following provisions:

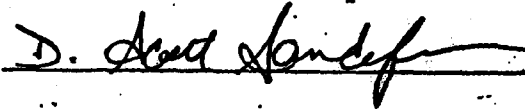
- Overtime and Shift premiums will be consistent with Paragraphs 84(a), 84(b), 84(c), 85(a), 85(b), 85(c) and 86 of the National Agreement as may be amended during these discussions
- Relief Provisions to reflect a total of fifty (50) minutes per ten (10) hour shift.

Notwithstanding the above, local parties may develop alternative plans to address unique operating issues. Approval in writing is required from the National Parties prior to implementing any locally developed alternative work schedule agreements.

For the International Union, UAW:



For General Motors Corporation:



SAMPLE

**MEMORANDUM OF UNDERSTANDING
FOR ALTERNATIVE WORK SCHEDULE
FOR LANSING GRAND RIVER ASSEMBLY PLANT**

This alternative work schedule is entered into with the understanding that there will be two (2) ninety-day trial periods. The first will begin Monday ____ TBD ____,
____ and end Friday ____, _____. The second will
begin Monday ____ TBD ____, ____ and end Friday, _____,
_____.

Prior to the expiration of the initial trial period, the parties will hold a conference to review their experience with the alternative work schedule and to discuss extending for an additional ninety-day trial period.

57

LANSING GRAND RIVER ASSEMBLY PLAN

GENERAL MOTORS CORPORATION

Memorandum of Understanding

Alternative Work Schedule

1. This memorandum is entered into this 15th day of February, 2007, between General Motors Corporation, Lansing Grand River Assembly Plant, hereinafter referred to as Management and the United Automobile Aerospace and Agricultural Implement Workers of America, Local 652, hereinafter referred to as the Union. Initially, this Agreement is temporary, and will be applied for a 90-day trial period commencing on the date of implementation of the Alternative Work Schedule. Prior to the expiration of the trial period, the parties will hold a conference to review their experiences with the Alternative Work Schedule and to discuss extending the Alternative Work Schedule beyond the 90-day trial period by mutual agreement in writing. In the event of failure to extend the Alternative Work Schedule, the provisions of the GM-UAW National Agreement shall be reinstated on the first Monday following the 90-day expiration date. Further, the provisions of this Memorandum shall not serve to modify, alter or supersede any provision of the GM-UAW National Agreement unless specifically stated herein.
2. The purpose of this Memorandum is to provide for an Alternative Work Schedule for certain employees regularly assigned to the Lansing Grand River Assembly Plant.
3. It is understood that the provisions of this Memorandum do not prejudice Management's exclusive right to schedule and determine the working hours pursuant to Paragraph 8 of the National Agreement, and Working Hours provisions of the GM-UAW National Agreement and Management's exclusive right to determine and assign manpower.

58

4. The Alternative Work Schedule shall consist of regular forty (40) hour weekly
~~work schedules based on:~~

Schedule A: Four (4) ten (10) hour working days commencing on Monday, or

Schedule B: Four (4) ten (10) hour working days commencing on Tuesday.

EXAMPLES OF ALTERNATIVE WORK SCHEDULE SHIFT HOURS:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Working Hours
10	10	10	10	X	X	X	40
X	10	10	10	10	X	X	40

5. The paragraphs of the "Working Hours" provisions of the GM-UAW National Agreement shall apply except as modified below:

(81) For the purpose of computing overtime premium pay, the regular working day, is ten (10) hours, and the regular working week is forty (40) hours.

(82) Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. Their working week shall be a calendar week beginning on Monday (Schedule A) or Tuesday (Schedule B) at the regular starting time of the shift to which they are assigned.

STRAIGHT TIME

(84) (a) For the first ten (10) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.

(84) (b) For the first forty (40) hours worked in the employee's working week, less all time for which daily, Monday (Schedule B), Friday (Schedule A), Saturday, Sunday or holiday overtime has been earned.

(84) (c) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday that occurs on a Friday (Schedule A) or a Saturday (Schedule B).

TIME AND ONE HALF

(85) (a) For time worked in excess of ten (10) hours in any continuous 24 hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or a Holiday when double time will be paid as provided below.

(85) (b) For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Monday (Schedule B), Friday (Schedule A), Saturday, Sunday or holiday overtime has been earned.

(85) (c) For time worked for any shift that starts on Monday (Schedule B), Friday (Schedule A) or Saturday.

NIGHT SHIFT PREMIUM

(89) Except as otherwise provided, night shift premium on night shift earnings, will be paid to an employee for all time worked on the shift scheduled to start in accordance with the following chart:

60

Alternative Work Schedule Shift Starting Time	Amount of Regular Shift Premium	Amount of Conditional Shift Premium
(1) On or after 11:00 a.m. And before 7:00 p.m.	Five Percent	*Ten percent for all hours worked after 12 midnight when such employee is scheduled to work more than eleven (11) hours and until or beyond 2:00 am
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten Percent	
(3) After 4:45 a.m. and before 6:00 a.m.	Ten Percent Until 7:00 a.m.	
(4) On or after 6:00 a.m. and before 11:00 a.m.	None	Five percent for all hours worked in excess of (8) <u>(10)</u> when such employee is scheduled to work twelve (12) or more hours.

6. EXCEPTIONS TO THE ABOVE PROVISIONS:

(a) During any week in which any of the Holidays specified in Paragraph 203 of the GM-UAW National Agreement fall, Management shall schedule the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event the Paragraphs of the "Working Hours" section of the GM-UAW National Agreement shall apply.

(b) During any week in which training is scheduled, Management may schedule the forty (40) hour work week based on the regular eight (8) hour per day work week schedule, Monday through Friday. In such event the paragraphs of the "Working Hours" section of the GM-UAW National Agreement shall apply.

(c) Ten (10) percent for all hours worked after 2:00 a.m. when such employee is scheduled to work more than eleven (11) hours and until or beyond 4:00 a.m.

61

7. (a) Notwithstanding the provisions of this Memorandum, Bereavement Pay pursuant to Paragraph 218 (b) of the GM-UAW National Agreement will continue to be compensated on the basis of the amount of wages the employee otherwise would have earned during straight time hours subject to the applicable maximum of forty (40) hours or of twenty-four (24) hours, per eligible death. In situations where Bereavement Pay is appropriate and the employee is on the Alternative Work Schedule, the employee may take two (2), ten (10) hour days and one (1) day of four (4) hours and may work the remaining six (6) hours of the day.
- (b) Jury Duty Pay and Short Term Military Pay will be compensated on the basis of the amount of wages the employee would have otherwise earned during straight time hours subject to a maximum of ten (10) hours per day.
8. For the purpose of administering the Vacation Time Off Procedure of the GM-UAW National Agreement for employees on Alternative Work Schedule, an employee may use his/her Vacation Entitlement in accordance with the provisions of the National Agreement with the understanding that employees will be credited as having used such allowances at the same rate as the amount of scheduled working hours that they do not work.
9. It is understood that implementation of the Alternative Work Schedule may impact the administration of the GM-UAW Benefit Plan Agreements. Therefore, the parties agree that, if necessary, applicable provisions associated with such benefit plans will be administered in a manner that does not increase the cost to the Corporation in comparison with the application of such benefit plans provision to employees who work a regular five (5) day, forty (40) hour work schedule. In addition, the same agreement shall apply in the administration of Worker's Compensation and Unemployment Compensation laws.

10. For the purpose of administering the provisions of the Local Relief Agreement, it is understood that the amount of relief time will be proportionately adjusted in such a way that there shall be no increase/decrease in the amount of relief time provided on a weekly basis in comparison to the regular five (5) day, eight (8) hour work schedule.
11. Issues that arise as a result of implementation of this Memorandum will initially be discussed at the Management/Shop Committee step of the grievance procedure. If such issues are not resolved, they shall be reduced to writing and presented at this step of the grievance procedure.
12. It is further understood the implementation of the Alternative Work Schedule provided for in this Memorandum will not result in any increase in representation being furnished.
13. The local parties, by mutual agreement, subject to the approval of the Corporation and the International Union, are specifically authorized on an ongoing basis to review, evaluate and effect other changes or modifications to National Agreement provision(s) necessary to facilitate successful implementation and maintenance of the Alternative Work Schedule provided for herein.
14. The parties will mutually support any necessary application for variance to existing Federal and/or State Laws to ensure that this Memorandum is in compliance with those laws.
15. Local parties, by mutual consent, may elect to cancel this Memorandum. Therefore, this Memorandum will be void effective the first Monday following the 14th day subsequent to the receipt of such written notice.

63

16. This Memorandum is subject to written notice of ratification to Management by the Local Union not later than the _____ day of _____, _____. After such notice of ratification is received from the Local Union by Management, this Memorandum will be effective, as provided herein, upon approval by the General Motors Corporation and the International Union, UAW.

The parties agree that circumstances may arise where it may be necessary to exceed a daily ten (10) hour work schedule or a weekly forty (40) hour work schedule. The parties recognize that in implementing the AWS, provisions must be made to ensure that corporate production requirements are met while at the same time preserving the rights of employees to decline overtime. Accordingly, the paragraph of the Memorandum of Understanding on Overtime of the GM-UAW National Agreement shall apply to employees scheduled under this Memorandum as provided below:

PLAN A

1. Daily Overtime – Hours in excess of eleven (11) hours worked per shift shall be voluntary except as otherwise provided in this Memorandum of Understanding for an employee who shall have notified Management in accordance with Paragraph 8.
2. Monday (Schedule B), Friday (Schedule A) Overtime – Employees may be required to work Mondays (Schedule B) or Fridays (Schedule A); however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Mondays (Schedule B) or Fridays (Schedule A) may decline to work the following (third) Monday (Schedule B) or Friday (Schedule A) provided (a) s/he shall have notified Management in accordance with Paragraph 8, and (b) s/he has not been absent for any reason on any day during the week preceding the Monday (Schedule B) or Friday (Schedule A). For purposes of this Paragraph, Friday work shall not include hours worked on Friday by employees regularly scheduled to

work Friday or any portion thereof as the normal fifth day worked such as (i)
~~an employee whose shift starts Thursday and continues into Friday, or (ii) an~~
employee who is assigned to work on No. 1 shift (midnight) operation
regularly scheduled to start with the No. 1 shift (midnight) Monday.

3. Saturday and Sunday Overtime – Except as otherwise provided in this Memorandum of Understanding, overtime work on Saturdays and Sundays shall be voluntary; provided, however, that (a) the employee shall have notified Management in accordance with Paragraph 8, and (b) the employee has not been absent for any reason on any day during the week preceding such Saturday and Sunday, except for a Monday (Schedule B) or Friday (Schedule A) which s/he declined to work pursuant to Paragraph 2 above.

65

**MEMORANDUM OF UNDERSTANDING
EXTENSION OF 2009 VACATION APPLICATION PERIOD**

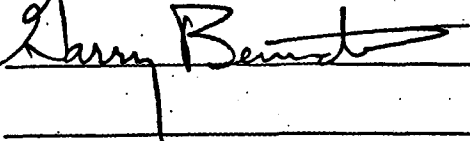
February 16, 2009

The National Parties agreed to modifications to the Vacation Entitlement and the Vacation Time Off provisions contained in the 2007 GM-UAW National Agreement which may have an impact upon an employee's application for vacation time off during the 2009 calendar year. Therefore, on a one-time basis, it is agreed that the provisions of Paragraph (202h) will be temporarily suspended to allow employees to make application for vacation time off through March 31, 2009. Thereafter, according to Paragraph (202i), employees will be given a written disposition of their time off request(s) and such written disposition will be provided no later than April 30, 2009. Approval of requests for vacation time off prior to April 30, 2009, will be handled on an individual basis.


Employees with previously approved vacation requests will not be required to resubmit their vacation application. However, these employees must submit a vacation application for any remaining balance of vacation entitlement required to be scheduled during 2009.

In addition, the parties further recognize that Management's ability to meet the notification requirements specified in Paragraphs (202b) and (202c) will be adversely impacted by the current negotiations. Therefore, on a one-time only basis, Management will make such notifications during the month of March, 2009.

International Union, UAW



General Motors Corporation



MEMORANDUM OF UNDERSTANDING
RE: WORK PRACTICES

FEBRUARY 17, 2009

During these negotiations, the National Parties discussed locations that have not yet reached a new local agreement and those that have a ratified local agreement but did not achieve General Motors' 2007 competitive operating agreement rating of ninety three (93) percent or more. Those locations that currently have ratified agreements that meet the rating will not be included in the following:

As soon as practicable, but within thirty (30) days of ratification, the National Parties will assist and engage the locations with the implementation of modifications, comparable to General Motors' 2007 competitive operating agreement benchmarks, needed to achieve a minimum ninety three (93) percent rating. Additionally, the aforementioned locations' efforts to achieve the goal will be completed as soon as possible, but no later than December 31, 2009.

The National Parties will be responsible to review the progress of each location every thirty (30) days to ensure compliance by the completion date.

For the International Union, UAW:



For General Motors Corporation:



67

**MEMORANDUM OF UNDERSTANDING
2007 GM-UAW NATIONAL AGREEMENT
NATIONAL PARTIES DIRECTIVE
February 17, 2009**

Within the 2007 GM-UAW National Agreement, the parties acknowledged a mutual desire to have the most competitive, highly trained, and flexible workforce in the industry. Progress has been made at several locations in reducing the number of classifications and uncompetitive work rule restrictions. However, for various reasons the Corporation has been unable to obtain skilled trades world class benchmarks in classification structure, lines of demarcation, PMP, Alternative Work Schedules, exiting non strategic work and full utilization.

Therefore, the National Parties have directed the local parties to implement the following documents of the 2007 GM-UAW National Agreement with implementation to commence upon the notice of ratification:

Document 112

The parties direct each location to implement the provisions of Document 112 including:

1. Achieve a world class classification structure (apprenticeable classifications)
2. Implement approved training plans, which may extend beyond January 1, 2010
3. Eliminate restrictive work rules and practices, specifically in the area of Lines of Demarcation
4. Form self-managed skilled trade teams, which will consist of multiple skilled trades with overlapping work responsibilities in an effort to maximize efficiency

Document 157

The parties direct each location to implement the provisions of Document 157 including:

1. In each department a standardized work "PMP Check List" of tasks will be developed by the appropriate personnel (e.g., Production, Maintenance, Health & Safety, Quality, Materials, Engineering, Supervision, Equipment Suppliers, etc.)
2. Utilize examples of common PMP Maintenance and first point-of-response tasks that will be performed by production personnel as outlined in Document 157
3. Production Operator / Team Member training and standardized work will be jointly developed by the appropriate personnel directly involved in the operation, and implemented with a focus to include error proofing

Document 158

The parties agree that alternative work schedules for maintenance crews that allow work schedules of forty (40) hours that include Saturday and Sunday work for straight time pay may be implemented by Management. It is understood that these alternative work schedules are subject to the approval of the Corporation and the International Union.

Document 159

The parties have agreed to exit all work elements ("major/minor rule will apply") outlined in Document 159 as expeditiously as possible, but no later than January 1, 2010

Document 160

The parties will direct the plant locations to establish reasonable utilization schedules and to address unique circumstances, which drive excessive utilization hours and / or numbers of skilled trades employees.

Full implementation of this memorandum will begin upon ratification of this agreement, all phases must be completed no later than January 1, 2010.

In the event issues exist that the local parties are unable to resolve, either party may refer the matter to the GM UAW Apprentice Skilled Trades Committee for resolution.

For the International Union, UAW:

For General Motors Corporation:

Mark Kelly 2-17-09

David Sweeney 2-17-09

Skilled Trades 2-17-09

This document is to summarize discussions and understandings reached between the parties:

Tool & Die Operations

Flint Tool & Die

The parties agree to evaluate die maker staffing levels which will result in additional staffing. Programs will dictate the placement timing; the current staff will be increased to a total somewhere between 200 and 300 die makers.

Due to need, approximately fourteen (14) machinists will be added to the complex when the Volt work arrives.

Machines to run unattended during lunch, breaks, start and end of shift (shift change) and during employee absences. This agreement is identical to an agreement reached in 2008 at Grand Rapids TDO.

The current staffing of maintenance support skilled trades which totals fifty-three (53) employees, will be reduced to a total of six (6) to ten (10) which will support predictive, preventative and corrective maintenance activities. These trades will be replaced on a one-for-one basis with die makers.

The die makers schedule as dictated by the work will be as follows;

- Machines and DVC will run three (3) shifts, six (6) days.
- Bench work schedule will be determined by the workload with daily overtime as the first option, followed by weekend work.
- Sundays will be used for emergencies.

General

Some of the Volt Die work originally scheduled to be built in Brazil will be returned to US TDO Operations. (Approximately 42 CSD's). Die Construction and verifications will be allocated to Mansfield, Marion,

70

02/19/2009 15:24 313-665-5841

GM LABOR RELATIONS

PAGE 02/02

Flint and Grand Rapids. As a result of this additional work, Grand Rapids TDO will remain open until Dec 31, 2009.

The parties agree to introduce, a production wage rate for incidental die work as a helper. Local and National parties will determine timing.

Weld Tool Center Operations (WTC)

Checking fixtures for dies built by TDO will be constructed in Grand Blanc. The Parties will work to be competitive in this activity.

The Parties are to explore the viability of building ETAC fixtures in Grand Blanc.

The Parties will do a weld tool design test case to determine competitiveness and viability.

Die Engineering Services (DES)

Checking fixtures for dies built in TDO will be built in Grand Blanc with the corresponding fixture design performed by DES.

If the building of ETAC fixtures in Grand Blanc is feasible, the designs will be assigned to DES.

DES will pick up the design work for the Volt dies and are now being scheduled for daily overtime as well as partial weekend dictated by the workload as announced today. (February 19, 2008)

Summary

The 42 CSD's for the Volt are in process of immediately being reallocated to our shops.

71

David Sweezy 2-19-09
Mark Kelly 2-19-09

5-15-09
4

MEMORANDUM OF UNDERSTANDING
RE: DOCUMENT 112 - 2007 GM-UAW NATIONAL AGREEMENT
NATIONAL PARTIES INTERPRETATION
May 15, 2009

During the current negotiations, the parties held extensive discussions on the necessity to work together to eliminate uncompetitive practices in the area of skilled trades' classifications and lines of demarcation. The Union and the Corporation acknowledge that skilled trades personnel provide vital support to the operations, and there is a direct relationship between the effectiveness of skilled trades personnel and the success of the operations they support.

Within the 2007 GM-UAW National Agreement, the parties acknowledged a mutual desire to have the most competitive, highly trained, and flexible workforce in the industry.

Therefore, in an effort to obtain the most flexible and efficient operating practices within our current workforce, the National Parties agree that all of our Manufacturing, SPO Processing Centers, Tool and Die Operations, Engineering, and Weld Tool Operations skilled trades classification structure can include the following classifications: electrician, pipefitter, machine repair, millwright/welder, and toolmaker (all manufacturing facilities) and tool & die (Stamping, Contiguous Stamping, TDO and Weld Tool Operations only). In addition, the welder classification will be maintained within TDO and Weld Tool Operations as necessary. Within the other Engineering operations, the classifications are defined by local agreements and will remain unchanged by this document.

The parties clearly recognize the complexity and magnitude of the process necessary to restructure the manufacturing skilled trades workforce. To facilitate this transition, the National Parties agree that each manufacturing location will form multi-functional skilled trades teams for maintenance that are consistent with Document s #40 & #112 of the GM-UAW National Agreement. These teams will have members from different skilled trades backgrounds that will perform work across what had previously been existing lines of demarcation between them. Skilled team leaders and members will first undergo the required cross training necessary to enable them to perform all overlapping work assignments within their individual capability safely, with no lines of demarcation, and develop into a highly flexible and more capable skilled workforce. It is recognized that much of the initial required training will be acquired by "on the job" training, in addition all other required related training will be provided. The objective is to create an organization of skilled team leaders and team members who come from various skilled trades backgrounds and are developed into a truly multi-skilled working group.

It will be the responsibility of the of the local parties to identify the specific training plans for their sites, subject to the approval of the GM-UAW Skilled Trades and Apprentice Committee. Furthermore, the parties agree that in the event that future skilled

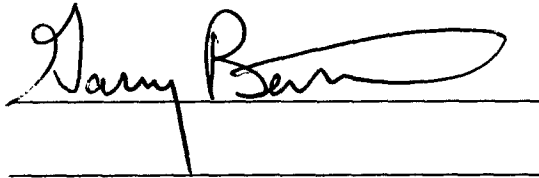
maintenance employees are not available from existing GM-UAW skilled trades resources, the parties will acquire or train individuals in either the electrical or mechanical classification to meet Management's future staffing needs for Manufacturing Maintenance. The GM-UAW Skilled Trades and Apprentice Committee will develop the training schedule and determine the subject content, leveraging existing curriculums from local colleges, AMTEC, or other available sources.

There are similar implementation complexities in the Tool and Die Operations, the Weld Tool Center, and the other Engineering Operations. For these operations where the establishment of flexible multi-skill teams are operationally appropriate, these teams will be developed in a manner consistent with those for the Manufacturing Maintenance function as identified above. The local parties will be responsible to develop the specific training plans for their site. These training plans are subject to the approval of the GM-UAW Skilled Trades and Apprentice Committee.

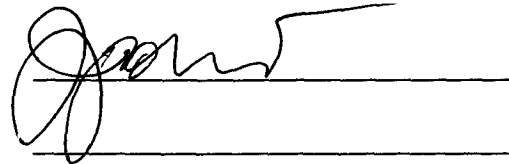
The foregoing allows the organization to operate with a classification structure utilizing flexible work rules, while maintaining an orderly implementation and transition to such a structure. It is incumbent upon the Local Parties to execute this agreement while maintaining a focus on safety, quality, and effectiveness in plant operations to obtain significant and timely improvements in operating costs.

Full implementation of this memorandum will begin upon ratification of this agreement; all phases must be completed no later than December 31, 2009. However, the parties recognize the retraining of skilled trades personnel will extend beyond the timeframe noted above.

For the International Union, UAW:

A handwritten signature in black ink, appearing to read "Gary Bern", written over a horizontal line.

For General Motors Corporation:

A handwritten signature in black ink, written over a horizontal line.

**SKILLED TRADES
MEMORANDUM OF UNDERSTANDING
CLASSIFICATION AND LOD IMPLEMENTATION
May 15, 2009**

During the current Negotiations, the parties discussed extensively the necessity to work together to eliminate uncompetitive practices in the area of skilled trades classifications and lines of demarcation. The Union and the Company acknowledge that skilled trades' personnel provide vital support to the operations, and there is a direct relationship between the effectiveness of skilled trades' personnel and the success of the operations they serve.

Therefore, in an effort to obtain the most flexible and efficient operating practices the National Parties agree to address the following implementation concerns ASAP after ratification:

Classifications

- Recognize the provisions of Document #63 and Document #112 will continue to provide the contractual mechanism for the consolidation of skilled trades classifications.
- The National Parties will develop and distribute retraining guidelines to the Local Apprentice Committees which outline training recommendations enabling tradespersons to function within multi-skilled trades maintenance teams
- Thereafter, Local Apprentice Committees will draft and submit, to the National Parties core mechanical, electrical and tool & die maker retraining plans for the trades identified in the Memorandum of Understanding- Document 112 -2007 GM-UAW National Agreement, dated May 12, 2009.
- Local Apprentice Committee to develop, maintain, and monitor training records for all impacted skilled trades personnel
- Define Electrical, Mechanical and Tool & Die trade specific work functions versus incidental tasks (examples).

Transfer/Placement

- National Parties develop guidelines for:
 - Reduction in force
 - Before and after retraining has been completed
 - In the event a new-hire/apprentice is impacted
 - Shift Preference
 - Before and after retraining has been completed
 - In the event a new-hire/apprentice is impacted
 - Determine how employee openings are filled within a team
 - Appendix "A"
 - Similar trade

- Retrain another skilled tradesperson
- New hire/apprentice
- Team Leader selection process utilizing the GMS Model

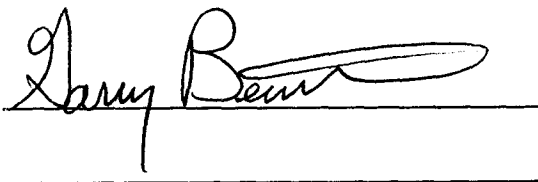
Seniority

- National Parties to develop guidelines for:
 - Classifications identified in May 15, 2009 MOU
 - Date of entry (Maintain existing or new DOE)
 - "Related Trade" designation
 - New Hires and Apprentices
 - Date of Entry

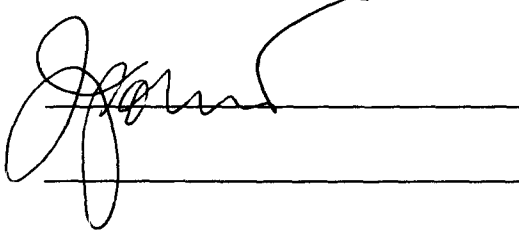
Overtime

- National Parties to develop guidelines for:
 - Administration of overtime
 - "Person on the job"
 - By team
 - Within the team (capability)
 - Fair treatment standard

For the International Union, UAW:



For General Motors Corporation:



**MEMORANDUM OF UNDERSTANDING
JOB SECURITY
EMPLOYEE PLACEMENT
May 16, 2009**

Job Security

The provision of Appendix K of the 2007 GM-UAW National Agreement – Memorandum of Understanding Job Security (JOBS) Program, as well as any provisions of related Letters of Understanding that limit or proscribe the Corporation's right to lay off employees, are hereby suspended for the duration of this Memorandum.

Employees on Protected Status, including those on 85%, were placed on layoff effective Monday, February 2, 2009.

Employee Placement

Employees on layoff shall be placed into available jobs in accordance with the Memorandum of Understanding – Appendix A of the 2007 GM-UAW National Agreement with the modification concerning volunteers from plants without excess. All existing agreements concerning placement in SPO plants remain in effect. For all other plants, the order shall be as follows:

- A. In Plant Movement
 - o Recall
 - o Rehire
- B. Area Hire
 - o GM closed plants – volunteers in seniority order
 - o Other GM plants and Delphi (volunteers from a combined list in seniority order) GM laid off, active from plants with excess, return to former community and all Delphi (with 10/18/99 and earlier seniority dates)
 - o Non-volunteers in inverse seniority order (laid off employees)
- C. Extended Area Hire
 - o Volunteers from GM closed plants and Delphi (with 10/18/99 and earlier seniority dates)
 - o GM –closed plant return
 - o All other volunteers in seniority order from plants with excess
- D. Employees from plants without excess
 - o Area hire active volunteers in seniority order
 - o Extended area hire active volunteers in seniority order
 - Backfills for active volunteers from plants without excess shall come first from closed plants laid off volunteers in seniority order and then laid off non-volunteers in inverse order

76

TA 5/16/09
MAG

After exhausting the Placement Process per Appendix A above, job offers will be made as follows:

- E. Laid off skilled trades employees within the Area Hire will be made job offers in inverse seniority order. This employee must select one of the following:
- o Accept the job offer and report to work.
 - o Decline the job offer and be placed on Formal Leave of Absence without Corporate-paid benefits with a recall right to his/her home plant.
 - Skilled trades employees may be placed into production jobs regardless of whether or not they have previously held production jobs with GM.
 - Skilled trades employees placed into production jobs shall be paid the applicable wage rate for their skilled trades classification.
 - Skilled trades employees placed into production jobs shall retain their rights to return to skilled trades jobs for which they are qualified by previously held classifications.
- F. The lowest seniority laid off traditional production employee from a closed plant within the Region as defined in Attachment A will be made a job offer in inverse seniority order. This employee must select one of the following:
- o Accept the job offer and report to work.
 - o Decline the job offer and be placed on Formal Leave of Absence without Corporate-paid benefits with a recall right to his/her home plant.
- G. The lowest seniority laid off traditional production employee from the balance of plants within the Region as defined in Attachment A will be made a job offer in inverse seniority order. This employee must select one of the following:
- o Accept the job offer and report to work.
 - o Decline the job offer and be placed on Formal Leave of Absence without Corporate-paid benefits with a recall right to his/her home plant.
- H. The lowest seniority laid off traditional production employee from a closed plant within the next closest region will be made a job offer on the same conditions as F. above followed by the lowest seniority laid off traditional production employee from the balance of plants within the next closest region. The order of placement across the regions is defined in Attachment A.
- I. Hire in a 50/50 Ratio
- o Volunteers in seniority order from pool of 1) Delphi (post 10/18/99 seniority but prior to 10/8/05), 2) Guide SEPO volunteers and 3) IUE SEPO volunteers
 - o New Hires at the Entry Level

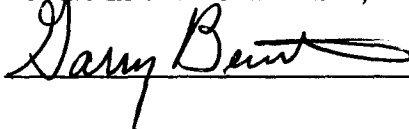
77

TA 5/16/09
AMS MRG.

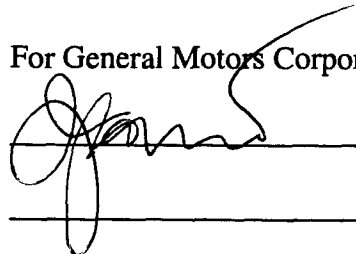
In the event that there is a layoff of traditional employees in an Area Hire where Entry Level employees are employed, the traditional employees will be placed into Entry Level jobs, thus bumping Entry Level employees to layoff.

If an employee fails to respond to notification of a job offer or fails to elect one of the options listed above, the employee shall be terminated and the employee's recall rights shall cease.

For the International Union, UAW:



For General Motors Corporation:



78

JA 5/16/09
HNS m.c.

Attachment A

Regions

Southern/Western U.S.

Arlington
Shreveport
Fairfax
Wentzville
Spring Hill
Bowling Green
Oklahoma City*
Doraville*

Midwest U.S

Michigan Plants
Ohio Plants
Indiana Plants
Pittsburgh*
Janesville*
Grand Rapids*
Lansing Craft*

Eastern U.S.

Powertrain Baltimore
Baltimore Assembly*
Wilmington
Fredericksburg
Tonawanda
Linden*
Massena*
Tarrytown*

Region to Region Placement Order

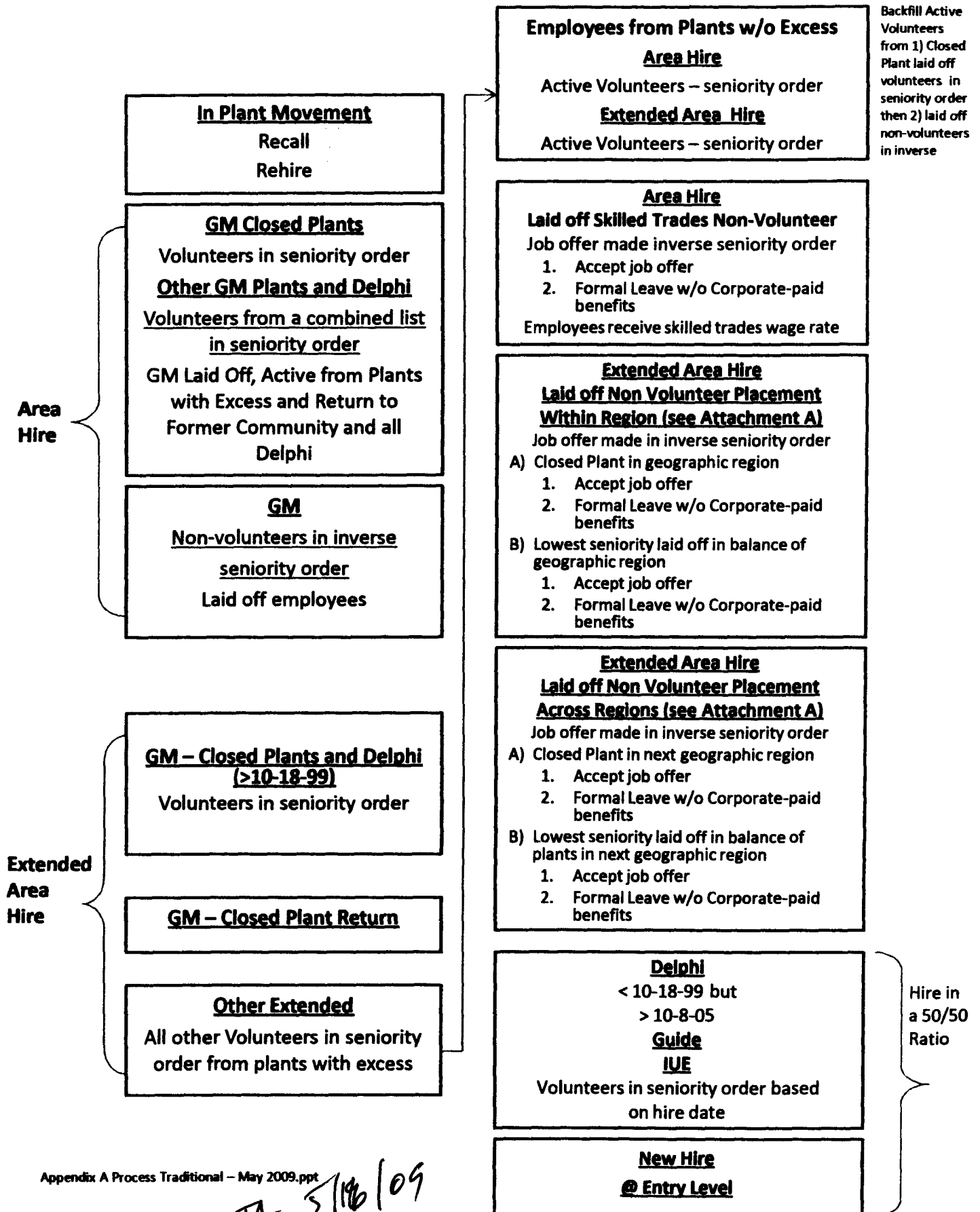
Southern/Western to Midwest to Eastern
Midwest to Southern/Western to Eastern
Eastern to Midwest to Southern/Western

*Closed plant. Plant status on this list will be adjusted as required per National Agreement.

TA 5/18/09
ARS MRG.

79

APPENDIX A PLACEMENT PROCESS TRADITIONAL PRODUCTION JOB OPENING



MEMORANDUM OF UNDERSTANDING
GM-UAW Workforce Composition
February 17, 2009

During these negotiations, the parties discussed the competitive practice of having a variable workforce to supplement production hourly employees. Competitive data was reviewed to understand the practices in effect at other companies. Discussions centered on implementation of a plan that will provide a balance between traditional and entry level employees with a variable workforce composed of flexible (flex) employees and vacation replacement employees.

The following agreement establishes a new category of employees called "Flex Employees".

Assembly, Stamping and Powertrain Operations

GM Assembly, Stamping and Powertrain operations will utilize a production "need to run" workforce comprised of the following: Traditional, Entry Level, Flex Employees and Vacation Replacements.

Service Parts Operations (SPO)

SPO facilities will move to utilize a production "need to run" workforce comprised of the following: Entry Level, Flex Employees and Vacation Replacements.

After discussion with the local union and with advance notification to the International Union, UAW outlining the reason for the hiring and anticipated timeframe of employment, the Parties acknowledge that Management may hire flex employees and vacation replacements.

Flex Employees

Flex employees may be utilized as part-time employees normally scheduled to work on Monday, Friday and Saturday and on other days/shifts when the plant experiences excessive absenteeism. Any flex employees needed for product launches or fluctuations due to transition in the workforce (special attrition) and to support temporary volume increases will require prior joint agreement.

All flex employees (except SPO) shall be paid in accordance with the Group B wage structure for entry level employees. SPO flex will be paid Group C wages.

Flex employees will be eligible for TCN health care coverage only under the 2007 Supplemental Agreement Covering Health Care, Exhibit C to the National Agreement, with modifications as described in the attached document entitled "Flex Employee Health Care Coverage." They will become eligible for health care coverage under Appendices A and B (Medical Plan) on the first day of the month next following the month they are actively at work after acquiring seven (7) months length of service. Flex employees will

not be eligible for any dental or vision benefits as defined in Appendix C and Appendix D, respectively, of the Supplemental Agreement covering Health Care or other benefits, e.g., SUB, S&A, contributions towards post-retirement health care, etc., and will not be able to enroll sponsored dependents.

Flex employees will be eligible for holiday pay provided they 1) were hired at least 90 days prior to the holiday, 2) otherwise would have been scheduled to work on such day if it had not been a holiday, and 3) must have worked the last scheduled work day prior to and after the holiday in their workweek.

A flex employee:

- Shall accrue no credit toward acquiring seniority
- Will be subject to the "Dues Check-off and Union Security" provisions of the GM-UAW National Agreement
- Will be given priority for entry level job opportunities provided they have worked at least 1,040 hours and have an acceptable work record

Vacation Replacements

Vacation replacements may be hired to fill job openings of a temporary nature (e.g. summer vacation, hunting season).

Vacation replacements (except SPO) shall be paid in accordance with the Group B wage structure for entry level employees. SPO vacation replacement will be paid Group C wages.

Laid off seniority traditional employees may be hired as vacation replacements. Such time worked will not be included in the calculation for breaking seniority and exhausting rehire rights at a former plant pursuant to Paragraph (64e).

Vacation replacements:

- Are not eligible for health care or other benefits or for holiday pay
- Shall accrue no credit toward acquiring seniority
- Will be subject to the "Dues Check-off and Union Security" provisions of the GM-UAW National Agreement

This Memorandum suspends Appendix A, Section VIII Vacation Replacements and Other Employees Hired For Temporary Work, and Section X Requests for Temporary Employees.

It is understood that there will be no flex employees or vacation replacements at plants with laid off employees. The use of flex employees and vacation replacements will be reviewed on an as needed basis.

Abuses regarding the use of flex employees or vacation replacements will be referred to the National Parties for resolution.

For the International Union, UAW:



For General Motors Corporation:



Flex Employee Health Care Coverage
Traditional Care Network (TCN)

Annual Deductible	
In-Network	
Single	\$300
Family	\$600
Out-of-Network	
Single	\$1,200
Family	\$2,100
Co-Insurance	
In-Network	10%
Out-Of-Network	35%
Out-Of-Pocket Maximum	
In-Network	
Single	\$1,000
Family	\$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Prescription Drugs*	
Retail	
Generic	\$7.50/script
Preferred Brand	\$15.00/script
Non-Preferred Brand	\$15.00/script
No E.D. Coverage	
Prescription Drugs*	
Mail Order	
Generic	\$7.50/script
Preferred Brand	\$15.00/script
Non-Preferred Brand	\$15.00/script
No E.D. Coverage	
Office Visit Co-insurance	100%

* The maximum aggregate annual prescription drug benefits available for an individual employee and any eligible and enrolled dependents will be \$1,000.

The opportunity for survivors to continue coverage, or for the subject employees to continue coverage post-employment or for periods not in active service will be limited to COBRA that may be available under federal law.

As a result of any future state or federal health insurance acts or which in whole or in part duplicate or may be integrated with the benefits provided in this document, GM:

- May reduce and/or eliminate benefits which are provided for under such acts and
- Will have no responsibility to pay, beginning with the date benefits under such acts become available, any premiums, taxes or contributions that employees who are eligible for coverage under this program may be required to pay under the act for such state or federal benefits.